

1 **KEOGH LAW OFFICE**

2 301 Frank H. Cushing Way, Apt. 801  
3 Tamuning, Guam 96913  
4 Phone: (671) 472-6895  
Mobile: (671) 777-6895  
Email: rlk@guam.net

5 Attorneys for Plaintiff

6  
7 **IN THE DISTRICT COURT OF GUAM**

8 **ALEXANDER ALLEN**, by and through  
9 his Guardian Ad Litem **SCOTT**  
**ALLEN**,

10 Plaintiff,

11 v.

12 **HYATT REGENCY RESORT GUAM and**  
13 **NATIONAL UNION FIRE INSURANCE**  
14 **COMPANY OF PITTSBURGH,**  
**PENNSYLVANIA,**

15 Defendants.

**CIVIL CASE NO.** \_\_\_\_\_

**COMPLAINT**

16  
17 **INTRODUCTION**

18 1. This is an action for damages for the bodily injuries suffered  
19 by plaintiff Alexander Allen from a water slide on Guam caused by  
20 the negligence of defendant Hyatt Regency Guam (hereinafter "the  
21 Hyatt") in the design, installation, maintenance and operation of  
22 its water slide and its immediately surrounding premises.

23  
24 **JURISDICTION**

25 2. This court has jurisdiction pursuant to the provisions of 28  
26 U.S.C. §1332.

1 **PARTIES**

2 3. Plaintiff Alexander Allen is a minor individual and is a  
3 resident of the State of Michigan. He is represented herein by his  
4 father, Scott Allen, as Guardian Ad Litem.

5  
6 4. On information and belief, defendant Hyatt Regency Resort Guam  
7 is a Guam corporation duly licensed to do business on Guam  
8 (hereinafter "Hyatt").

9  
10 5. Defendant National Union Fire Insurance Company of Pittsburgh,  
11 Pennsylvania (hereinafter "National Union") is an insurance company  
12 licensed to do business on Guam.

13  
14 **FACTS**

15 6. Plaintiff believes and therefore alleges that at all relevant  
16 times herein, the defendant Hyatt owned, designed, installed water  
17 slides, operated and maintained the water park resort within its  
18 hotel premises known as the Hyatt Regency Resort Guam located in  
19 Tumon, Guam.

20  
21 7. On or about July 14, 2020, plaintiff was a guest at the Hyatt  
22 with his siblings and parents.

23  
24 8. At all relevant times herein, plaintiff was at the Hyatt's  
25 water park resort as an invitee or patron. While sliding down one  
26 of the water slides, plaintiff suffered a traumatic amputation of  
27 his left hand small finger at the distal interphalangeal joint

1 which has resulted in a permanent disfigurement.

2  
3 9. Defendant Hyatt had a duty to exercise due care in the design,  
4 installation, operation and maintenance of its water slide and  
5 surrounding premises so as not to expose its patrons to an  
6 unreasonable risk of harm. At the time and place set forth above,  
7 defendant Hyatt breached this duty in the following ways:

- 8
- 9 a. Defendant knew or in the exercise of reasonable care  
10 should have known that the water slides were not designed  
11 and/or installed properly;
- 12
- 13 b. Defendant knew or in the exercise of reasonable care  
14 should have known that the slides were not or were  
15 inadequately monitored by lifeguards;
- 16
- 17 c. Defendant failed to provide adequate warning to guests of  
18 the hazards associated with riding the water slide;
- 19
- 20 d. Defendant failed to inspect the water slide to ensure  
21 that it was safe for its intended use;
- 22
- 23 e. Defendant did not properly instruct patrons on the proper  
24 and safe use of the water slide;
- 25
- 26 f. Defendant did not take adequate measures to supervise and  
27 monitor its patrons.

1 10. Defendant Hyatt knew, or in the exercise of reasonable care  
2 should have known, of the conditions described above.

3  
4 11. The conduct and omissions of defendant is presumed to be  
5 negligent because:

6  
7 a. The traumatic amputation of a finger from a water slide  
8 ordinarily would not have happened unless someone was  
9 negligent;

10  
11 b. The traumatic amputation of a finger was caused by  
12 something that only defendants controlled; and

13  
14 c. Plaintiff's voluntary action of going down the slide did  
15 not cause or contribute to his finger's traumatic  
16 amputation.

17  
18 12. As a direct and proximate result of the negligence of  
19 defendant Hyatt as described above, at the time and place set forth  
20 above plaintiff's ride down a water slide resulted in a traumatic  
21 amputation of his left hand small finger at the distal  
22 interphalangeal joint.

23  
24 **FIRST CLAIM - PERSONAL INJURY**

25 13. Plaintiff repeats and realleges each and every allegation of  
26 paragraphs 1 through 12 of the Complaint herein.

1 14. As a direct and proximate result of the negligence of  
2 defendant Hyatt, plaintiff suffered damages for his injuries  
3 including, but not limited to, traumatic amputation of his left  
4 hand small finger at the distal interphalangeal joint necessitating  
5 emergency medical treatment, which has caused and will continue to  
6 cause severe pain and suffering, mental anxiety, disfigurement,  
7 inconvenience, permanent physical impairment and loss of enjoyment  
8 of life.

9  
10 15. As a further direct and proximate result of the negligence of  
11 defendant Hyatt, plaintiff has incurred and will continue to incur  
12 medical and incidental expenses in an amount to be proven at trial.

13  
14 16. As a further direct and proximate result of the negligence of  
15 defendant Hyatt, plaintiff has suffered and will continue to suffer  
16 replacement services loss.

17  
18  
19 **SECOND CLAIM - DEFENDANT NATIONAL UNION**

20 17. Plaintiff repeats and realleges each and every allegation of  
21 paragraphs 1 through 12 and 14 through 16 of the Complaint herein.

22  
23 18. At all relevant times herein, defendant Hyatt was insured by  
24 a liability insurance policy issued by defendant National Union  
25 covering liability for claims such as those set forth above. Said  
26 insurance policy was in full force and effect at all relevant times  
27 herein.

1 19. Pursuant to the coverage contained in said insurance policy,  
2 and pursuant to 22 GCA §18305, plaintiff is entitled to maintain a  
3 direct action against defendant National Union upon the terms and  
4 limits of the policy and, accordingly, plaintiff is entitled to  
5 recover against National Union in an amount equal to any judgment  
6 recovered against defendant Hyatt up to applicable policy limits.

7  
8 **WHEREFORE,** plaintiff prays for relief as follows:

9 1. General damages of \$2,500,000.00 for the personal injury  
10 of plaintiff;

11 2. Damages for past, present and future medical care of  
12 plaintiff in an amount to be proven at trial;

13 3. Costs of suit; and

14 4. Such other relief as the Court may deem just and proper.

15  
16 **KEOGH LAW OFFICE**  
Attorneys for Plaintiff

17  
18 DATE: January 15, 2021 BY: /s/ Robert L. Keogh

19 **ROBERT L. KEOGH**